UNITED STATES PATENT AND TRADEMARK OFFICE

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i2 TECHNOLOGIES US, INC.
ONE i2 PLACE, 11701 LUNA ROAD
DALLAS, TX 75234

EXAMINER
SWARTZ, JAMIE H

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3694	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *25 May 2007*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-50* is/are pending in the application.

    4a) Of the above claim(s) *32-50* is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-31* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

Response to Arguments

1.   Applicant's arguments with respect to claims 1-31 have been considered but are

moot in view of the new ground(s) of rejection.

Claim Rejections - 35 USC § 112

2.   The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly
> claiming the subject matter which the applicant regards as his invention.

3.   Claims 1-31 are rejected under 35 U.S.C. 112, second paragraph, as being

indefinite for failing to particularly point out and distinctly claim the subject matter which

applicant regards as the invention.

4.   Regarding claims 1-31, the phrase "meta-model elements" renders the claim

indefinite because it is unclear whether the limitations following the phrase are part of

the claimed invention. See MPEP § 2173.05(d). The applicant appears to define a

meta-model to be a trading partner agreement. It is unclear to what the applicant

defines as the specific "elements" of the meta-model. The repetitious use of the term

meta-model to define different aspects of meta-models is vague and does not make

clear to the examiner what the applicant specifically defines the claimed invention to be.

And how do these element describe a portion of a potential standard for collaboration?

Thus a broad interpretation to the phrase meta-model is applied.

Claim Rejections - 35 USC § 103

5.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

6.   Claims 1-3, 6-10, 11-13, 16-20, 21-23, and 26-31 are rejected under 35 U.S.C.

103(a) as being unpatentable over Fisher (US 6957199 B1) in view of Byde et al. (US

20020178127 A1).

7.   Regarding claim 1, Fisher teaches *a system for facilitating negotiation of a*

standard for inter-enterprise collaboration between trading partners (col. 4, line 39– col.

12, line 16). Fisher teaches *a set of one or more meta-model elements each capable of*

being negotiated by two or more enterprises and incorporated into a negotiated meta-

model that describes an agreement between the enterprises as to collaborations

between the enterprises, each meta-model element in the set describing a portion of a

potential standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16,

col. 34, line 65- col. 38, line 19). Fisher teaches *a meta-model negotiation service* (col.

4, line 39– col. 12, line 16, col. 34, line 65- col. 38, line 19). Fisher teaches receiving *an*

indication that two or more enterprises wish to negotiate a standard for collaborations

between the enterprises (col. 4, line 39– col. 12, line 16). Fisher teaches providing

access to the set of meta-model elements (col. 4, line 39– col. 12, line 16, col. 36, lines

37-41, col. 40, lines 16-23). Fisher teaches receiving *selections of one or more of the*

meta-model elements for negotiation and incorporation into a negotiated meta-model,

the negotiated meta-model describing an agreement between the enterprises as to

collaborations between the enterprises; facilitate negotiation of the selected meta-model

elements (col. 4, line 39– col. 12, line 16, col. 34, line 65- col. 38, line 19). Fisher

teaches incorporating *negotiated meta-model elements into the negotiated meta-model*

for collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line

65- col. 38, line 19). Fisher teaches communicating *the negotiated meta-model to the*

enterprises to enable collaborations between the enterprises according to the standard

for collaborations reflected in the negotiated meta-model (col. 4, line 39– col. 12, line

16, col. 34, line 65- col. 38, line 19). The term meta-model is viewed as a trade

agreement. Fisher does not use the exact phrasing of negotiation in reference to trade

agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations,

trade agreements, and the rules within trading. Byde teaches on the specifics of

negotiation. It would have been obvious to one of ordinary skill in the art at the time of

the invention to modify Fisher to include more details regarding negotiations. Though

Fisher may not state negotiations around the term trade agreement it is viewed that

trade agreements require by nature negotiations. The term negotiation means to confer

with another or others in order to come to terms or reach an agreement. Within the

confines of the definition of the phrase trade agreement is the idea of a negotiation.

8.   Regarding claim 2, Fisher teaches wherein *the meta-model negotiation service is*

operable to communicate the negotiated meta-model to collaboration software of the

enterprises, the collaboration software being operable to understand and collaborate

according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (col. 4, line 39– col. 12, line 16, col. 42, lines 52-58, col. 38, lines 58-62, col. 29, lines 36-43). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

9.   Regarding claim 3, Fisher teaches *wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises* (col. 32, lines 39-43, col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55).

10.   Regarding claim 6, Fisher teaches *wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

11.   Regarding claim 7, Fisher teaches *wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

12.   Regarding claim 8, Fisher teaches *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the

specifics of negotiation. It would have been obvious to one of ordinary skill in the art at

the time of the invention to modify Fisher to include more details regarding negotiations.

Though Fisher may not state negotiations around the term trade agreement it is viewed

that trade agreements require by nature negotiations. The term negotiation means to

confer with another or others in order to come to terms or reach an agreement. Within

the confines of the definition of the phrase trade agreement is the idea of a negotiation.

13.   Regarding claim 9, Fisher teaches *wherein the negotiated meta-model is*

represented using extensible markup language (XML) (col. 23, line 35 – col. 24, line 2,

col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line

64 – col. 53, line 3)

14.   Regarding claim 10, Fisher teaches *wherein collaboration comprises execution of*

a business process or transaction according to the negotiated meta-model (col. 4, line

39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher

does not use the exact phrasing of negotiation in reference to trade agreements.

However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade

agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It

would have been obvious to one of ordinary skill in the art at the time of the invention to

modify Fisher to include more details regarding negotiations. Though Fisher may not

state negotiations around the term trade agreement it is viewed that trade agreements

require by nature negotiations. The term negotiation means to confer with another or

others in order to come to terms or reach an agreement. Within the confines of the

definition of the phrase trade agreement is the idea of a negotiation.

15.   Regarding claim 11, Fisher teaches *facilitating negotiation of a standard for inter-*

enterprise collaboration between trading partners, the method performed using one or

more computers (col. 4, line 39– col. 12, line 16). Fisher teaches *receiving an indication*

that two or more enterprises wish to negotiate a standard for collaborations between the

enterprises (col. 4, line 39– col. 12, line 16). Fisher teaches *providing access to a set of*

one or more meta-model elements, each meta-model element in the set capable of

being negotiated by the enterprises and incorporated into a negotiated meta-model that

describes an agreement between the enterprises as to collaborations between the

enterprises, each meta-model element in the set describing a portion of a potential

standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16, col. 40,

line 16 – col. 42, line 42). Fisher teaches, receiving selections of one or more of the

meta-model elements for negotiation and incorporation into a negotiated meta-model,

the negotiated meta-model describing an agreement between the enterprises as to

collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65-

col. 38, line 19). Fisher teaches *facilitating negotiation of the selected meta-model*

elements (col. 4, line 39– col. 12, line 16, col. 34, line 65- col. 38, line 19). Fisher

teaches *incorporating negotiated meta-model elements into the negotiated meta-model*

for collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line

65- col. 38, line 19). Fisher teaches *communicating the negotiated meta-model to the*

enterprises to enable collaborations between the enterprises according to the standard

for collaborations reflected in the negotiated meta-model (col. 4, line 39– col. 12, line

16, col. 34, line 65- col. 38, line 19). The term meta-model is viewed as a trade

agreement. Fisher does not use the exact phrasing of negotiation in reference to trade

agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations,

trade agreements, and the rules within trading. Byde teaches on the specifics of

negotiation. It would have been obvious to one of ordinary skill in the art at the time of

the invention to modify Fisher to include more details regarding negotiations. Though

Fisher may not state negotiations around the term trade agreement it is viewed that

trade agreements require by nature negotiations. The term negotiation means to confer

with another or others in order to come to terms or reach an agreement. Within the

confines of the definition of the phrase trade agreement is the idea of a negotiation.

16.   Regarding claim 12, Fisher teaches further *comprising communicating the*

negotiated meta-model to collaboration software of the enterprises, the collaboration

software being operable to understand and collaborate according to the negotiated

meta-model substantially automatically and substantially independent of modification to

the collaboration software subsequent to negotiation of the meta-model. (col. 18, line 8

– col. 25, line 53, col. 29, lines 36-43, col. 42, lines 52 - 58). The term meta-model is

viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in

reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher

teaches negations, trade agreements, and the rules within trading. Byde teaches on the

specifics of negotiation. It would have been obvious to one of ordinary skill in the art at

the time of the invention to modify Fisher to include more details regarding negotiations.

Though Fisher may not state negotiations around the term trade agreement it is viewed

that trade agreements require by nature negotiations. The term negotiation means to

confer with another or others in order to come to terms or reach an agreement. Within

the confines of the definition of the phrase trade agreement is the idea of a negotiation.

17.   Regarding claim 13, Fisher teaches *wherein the agreement associated with the*

negotiated meta-model is machine-actionable at the collaboration software of the

enterprises and reflects a private, differentiated standard for collaboration customized

for particular needs of the enterprises (col. 32, lines 39-43, col. 4, line 39– col. 12, line

16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col. 36, lines 46- 56, col. 51,

lines 7-14, col. 41, lines 45-55). The term meta-model is viewed as a trade agreement.

Fisher does not use the exact phrasing of negotiation in reference to trade agreements.

However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade

agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It

would have been obvious to one of ordinary skill in the art at the time of the invention to

modify Fisher to include more details regarding negotiations. Though Fisher may not

state negotiations around the term trade agreement it is viewed that trade agreements

require by nature negotiations. The term negotiation means to confer with another or

others in order to come to terms or reach an agreement. Within the confines of the

definition of the phrase trade agreement is the idea of a negotiation.

18.   Regarding claim 16, Fisher teaches *wherein the set of meta-model elements is specified in a template* (col. 51, lines 1-15, col. 50, lines 31-35).

19.   Regarding claim 17, Fisher teaches *wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS)* (col. 39, line 26 – col. 40, line 53). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

20.   Regarding claim 18, Fisher teaches *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶

38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

21.   Regarding claim 19, Fisher teaches *wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

22.   Regarding claim 20, Fisher teaches *wherein collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

23.   Regarding claim 21, Fisher teaches *software for facilitating negotiation of a standard for inter-enterprise collaboration between trading partners, the software embodied in computer-readable media* (col. 4, line 39– col. 12, line 16, col. 33, line 66 – col. 34, line 8, col. 59, line 20 – col. 60, line 24). Fisher teaches receiving *an indication that two or more enterprises wish to negotiate a standard for collaborations between the enterprises* (col. 4, line 39– col. 12, line 16). Fisher teaches providing *access to a set of one or more meta-model elements, each meta-model element in the set capable of being negotiated by the enterprises and incorporated into a negotiated meta-model that*

describes an agreement between the enterprises as to collaborations between the

enterprises, each meta-model element in the set describing a portion of a potential

standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16, col. 40,

line 16 – col. 42, line 42). Fisher teaches receiving selections of one or more of the

meta-model elements for negotiation and incorporation into a negotiated meta-model,

the negotiated meta-model describing an agreement between the enterprises as to

collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line 65-

col. 38, line 19). Fisher teaches facilitating negotiation of the selected meta-model

elements (col. 4, line 39– col. 12, line 16, col. 34, line 65- col. 38, line 19). Fisher

teaches incorporating negotiated meta-model elements into the negotiated meta-model

for collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line

65- col. 38, line 19). Fisher teaches communicating the negotiated meta-model to the

enterprises to enable collaborations between the enterprises according to the standard

for collaborations reflected in the negotiated meta-model (col. 4, line 39– col. 12, line

16, col. 34, line 65- col. 38, line 19). The term meta-model is viewed as a trade

agreement. Fisher does not use the exact phrasing of negotiation in reference to trade

agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations,

trade agreements, and the rules within trading. Byde teaches on the specifics of

negotiation. It would have been obvious to one of ordinary skill in the art at the time of

the invention to modify Fisher to include more details regarding negotiations. Though

Fisher may not state negotiations around the term trade agreement it is viewed that

trade agreements require by nature negotiations. The term negotiation means to confer

with another or others in order to come to terms or reach an agreement. Within the

confines of the definition of the phrase trade agreement is the idea of a negotiation.

24.   Regarding claim 22, Fisher teaches *software further operable to communicate*

the negotiated meta-model to collaboration software of the enterprises, the collaboration

software being operable to understand and collaborate according to the negotiated

meta-model substantially automatically and substantially independent of modification to

the collaboration software subsequent to negotiation of the meta-model (col. 18, line 8 –

col. 25, line 53, col. 29, lines 36-43, col. 42, lines 52 – 58, col. 33, line 66 – col. 34, line

8). The term meta-model is viewed as a trade agreement. Fisher does not use the

exact phrasing of negotiation in reference to trade agreements. However, Byde teaches

negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules

within trading. Byde teaches on the specifics of negotiation. It would have been obvious

to one of ordinary skill in the art at the time of the invention to modify Fisher to include

more details regarding negotiations. Though Fisher may not state negotiations around

the term trade agreement it is viewed that trade agreements require by nature

negotiations. The term negotiation means to confer with another or others in order to

come to terms or reach an agreement. Within the confines of the definition of the phrase

trade agreement is the idea of a negotiation.

25.   Regarding claim 23, Fisher teaches a *software wherein the agreement*

associated with the negotiated meta-model is machine-actionable at the collaboration

software of the enterprises and reflects a private, differentiated standard for

collaboration customized for particular needs of the enterprises. (col. 32, lines 39-43,

col. 4, line 39– col. 12, line 16, col. 21, line 24 – col. 25, line 47, col. 30, lines 38-46, col.

36, lines 46- 56, col. 51, lines 7-14, col. 41, lines 45-55). The term meta-model is

viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in

reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher

teaches negations, trade agreements, and the rules within trading. Byde teaches on the

specifics of negotiation. It would have been obvious to one of ordinary skill in the art at

the time of the invention to modify Fisher to include more details regarding negotiations.

Though Fisher may not state negotiations around the term trade agreement it is viewed

that trade agreements require by nature negotiations. The term negotiation means to

confer with another or others in order to come to terms or reach an agreement. Within

the confines of the definition of the phrase trade agreement is the idea of a negotiation.

26.   Regarding claim 26, Fisher teaches *a software wherein the set of meta-model*

elements is specified in a template (col. 51, lines 1-15, col. 50, lines 31-35).

27.   Regarding claim 27, Fisher teaches *a software wherein the meta-model*

negotiation service comprises a joint business planning network service (JBPNS) (col.

39, line 26 – col. 40, line 53). The term meta-model is viewed as a trade agreement.

Fisher does not use the exact phrasing of negotiation in reference to trade agreements.

However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade

agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

28.   Regarding claim 28, Fisher teaches a software *wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the meta-model elements* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

29.   Regarding claim 29, Fisher teaches a *software wherein the negotiated meta-model is represented using extensible markup language (XML)* (col. 23, line 35 – col. 24, line 2, col. 28, lines 16- 20, col. 29, lines 20-23, col. 29, line 60 – col. 30, line 37, col. 44, line 64 – col. 53, line 3). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation.

30.   Regarding claim 30, Fisher teaches a *software wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model* (col. 4, line 39– col. 12, line 16). The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though

Fisher may not state negotiations around the term trade agreement it is viewed that

trade agreements require by nature negotiations. The term negotiation means to confer

with another or others in order to come to terms or reach an agreement. Within the

confines of the definition of the phrase trade agreement is the idea of a negotiation.

31.   Regarding claim 31, Fisher teaches a system for facilitating negotiation of a

standard for inter-enterprise collaboration between trading partners (col. 4, line 39– col.

12, line 16). Fisher teaches means for receiving an indication that two or more

enterprises wish to negotiate a standard for collaborations between the enterprises (col.

4, line 39– col. 12, line 16). Fisher teaches means for providing access to a set of one

or more meta-model elements, each meta-model element in the set capable of being

negotiated by the enterprises and incorporated into a negotiated meta-model that

describes an agreement between the enterprises as to collaborations between the

enterprises, each meta-model element in the set describing a portion of a potential

standard for collaboration between enterprises (col. 4, line 39– col. 12, line 16, col. 40,

line 16 – col. 42, line 42). Fisher teaches means for receiving selections of one or more

of the meta-model elements for negotiation and incorporation into a negotiated meta-

model, the negotiated meta-model describing an agreement between the enterprises as

to collaborations between the enterprises (col. 4, line 39– col. 12, line 16, col. 34, line

65- col. 38, line 19). Fisher teaches means for facilitating negotiation of the selected

meta-model elements (col. 4, line 39– col. 12, line 16, col. 34, line 65- col. 38, line 19).

Fisher teaches means for incorporating negotiated meta-model elements into the

negotiated meta-model for collaborations between the enterprises (col. 4, line 39– col.

12, line 16, col. 34, line 65- col. 38, line 19). Fisher teaches means for communicating

the negotiated recta-model to the enterprises to enable collaborations between the

enterprises according to the standard for collaborations reflected in the negotiated

meta-model (col. 4, line 39– col. 12, line 16, col. 34, line 65- col. 38, line 19). The term

meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of

negotiation in reference to trade agreements. However, Byde teaches negotiations (¶

38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde

teaches on the specifics of negotiation. It would have been obvious to one of ordinary

skill in the art at the time of the invention to modify Fisher to include more details

regarding negotiations. Though Fisher may not state negotiations around the term trade

agreement it is viewed that trade agreements require by nature negotiations. The term

negotiation means to confer with another or others in order to come to terms or reach

an agreement. Within the confines of the definition of the phrase trade agreement is the

idea of a negotiation.

32.   Claims 4-5, 14-15, and 24-25 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Fisher (US 6957199 B1) in view of Byde et al. (US 20020178127 A1)

in further view of McCormick (US 20020040352 A1).

33.   Regarding claim 4, Fisher teaches a meta-model negotiation service which

receives an indication of want of negotiation, provides access to a set of meta-model

elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least two enterprises* (col. 39, lines 25- 62). Fisher does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick

teaches *dimensions each comprising a supply chain element* (¶ 17-18). McCormick

teaches *dimensionalities each comprising a combination of supply chain elements* (¶

17-18). McCormick teaches *temporal structures of collaborative transactions* (¶ 50).

Fisher's invention creates partnerships over a public network providing authenticated

users with an environment suitable for conducting business transactions requiring a

high level of trust. Similarly McCormick's invention is a network that facilitates the

transaction of the exchange of goods and services, which involves registering

participants. It would have been obvious to one of ordinary skill in the art at the time of

the invention to modify Fisher to include the specific details of supply chain elements

and the temporal structure. Fisher helps to establish trade relationships and does not

limit the scope of what is being traded. Though Fisher does not specifically state the

items to be traded to be supply chain elements within the context of the invention what

is traded could be supply chain elements. A temporal database has a built in time

aspect. It is important when working with any type of data of include valid-time and

transaction-time to be sure the time period is modeled in reality and when the data is

stored in the database. Accurate time records are legal required for accounting

standards. It is important that transactions are time stamped.

34.   Regarding claim 5, Fisher teaches a meta-model negotiation service which

receives an indication of want of negotiation, provides access to a set of meta-model

elements, receives selections of meta-model elements for negotiation and incorporation,

facilitates negotiation of the selected meta-model elements, incorporates negotiated

meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (¶20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (¶ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (¶ 630, 992, 866-875, 1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (¶ 20-53,

109-145). McCormick teaches *actions that a role type can execute on the transaction relative to a state of the transaction* (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

35.   Regarding claim 14, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model

elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line 57 – col. 23, line 18). Fisher teaches *access of particular role types to particular dimensionalities* (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative transaction types relative to particular dimensionalities* (col. 18, line 40 – col. 25, line 36, col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least two enterprises* (col. 39, lines 25- 62). Fisher does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach dimensions with a supply chain element, dimensionalities with a combination of supply chain elements, or temporal structures. However, McCormick teaches *dimensions each comprising a supply chain*

element (¶ 17-18). McCormick teaches *dimensionalities each comprising a combination of supply chain elements* (¶ 17-18). McCormick teaches *temporal structures of collaborative transactions* (¶ 50). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of supply chain elements and the temporal structure. Fisher helps to establish trade relationships and does not limit the scope of what is being traded. Though Fisher does not specifically state the items to be traded to be supply chain elements within the context of the invention what is traded could be supply chain elements. A temporal database has a built in time aspect. It is important when working with any type of data of include valid-time and transaction-time to be sure the time period is modeled in reality and when the data is stored in the database. Accurate time records are legal required for accounting standards. It is important that transactions are time stamped.

36.   Regarding claim 15, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation, facilitates negotiation of the selected meta-model elements, incorporates negotiated meta-model elements into the collaborations, and communicates the negotiated meta-

model to the enterprises to enable collaboration. Fisher teaches *whether the transaction*

is a system of record or whether synchronization must occur with another system of

record (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of

transaction, data elements, state model describing the cycle, accessing that a role type

has data elements, or actions that a role type can execute. The term meta-model is

viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in

reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher

teaches negations, trade agreements, and the rules within trading. Byde teaches on the

specifics of negotiation. It would have been obvious to one of ordinary skill in the art at

the time of the invention to modify Fisher to include more details regarding negotiations.

Though Fisher may not state negotiations around the term trade agreement it is viewed

that trade agreements require by nature negotiations. The term negotiation means to

confer with another or others in order to come to terms or reach an agreement. Within

the confines of the definition of the phrase trade agreement is the idea of a negotiation.

Byde does not specifically teach structure of transaction, data elements, state model

describing the cycle, accessing that a role type has data elements, or actions that a role

type can execute. However, McCormick teaches *structure of the transaction* (¶20-50,

110-111, 762-809, 860). McCormick teaches *data elements associated with the*

transaction (¶ 40, 50, 187). McCormick teaches *a state model describing a life cycle of*

the transaction (¶ 630, 992, 866-875, 1243). McCormick teaches *access that a role type*

has to data elements of the transaction relative to a state of the transaction (¶ 20-53,

109-145). McCormick teaches *actions that a role type can execute on the transaction*

relative to a state of the transaction (20-53, 109-145, 757-834). Fisher's invention creates partnerships over a public network providing authenticated users with an environment suitable for conducting business transactions requiring a high level of trust. Similarly McCormick's invention is a network that facilitates the transaction of the exchange of goods and services, which involves registering participants. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include the specific details of structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. It would have been obvious to include the details of a structure of transaction, as a predicable transaction structure allows automated processing of a transaction. It would have been obvious to include data elements associated with the transaction because in the absence of data elements the transaction would be meaningless. It would have been obvious to include the state modeling which is necessary to prevent partial role back of the transaction. It would have been obvious to include access and action that a role type has to data elements in order to control who can access as well as who can modify and view data for security reasons. This will limit change and viewing to appropriate circumstances and by certain people at certain times.

37.   Regarding claim 24, Fisher teaches a meta-model negotiation service which receives an indication of want of negotiation, provides access to a set of meta-model elements, receives selections of meta-model elements for negotiation and incorporation,

facilitates negotiation of the selected meta-model elements, incorporates negotiated

meta-model elements into the collaborations, and communicates the negotiated meta-

model to the enterprises to enable collaboration. Fisher teaches *role types* (col. 14, line

57 – col. 23, line 18). Fisher teaches *access of particular role types to particular*

dimensionalities (col. 14, line 57 – col. 23, line 18). Fisher teaches *collaborative*

transaction types relative to particular dimensionalities (col. 18, line 40 – col. 25, line 36,

col. 4, line 39– col. 12, line 16). Fisher teaches *shared operations visible to the at least*

two enterprises (col. 39, lines 25- 62). Fisher does not specifically teach dimensions

with a supply chain element, dimensionalities with a combination of supply chain

elements, or temporal structures. The term meta-model is viewed as a trade agreement.

Fisher does not use the exact phrasing of negotiation in reference to trade agreements.

However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade

agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It

would have been obvious to one of ordinary skill in the art at the time of the invention to

modify Fisher to include more details regarding negotiations. Though Fisher may not

state negotiations around the term trade agreement it is viewed that trade agreements

require by nature negotiations. The term negotiation means to confer with another or

others in order to come to terms or reach an agreement. Within the confines of the

definition of the phrase trade agreement is the idea of a negotiation. Byde does not

specifically teach dimensions with a supply chain element, dimensionalities with a

combination of supply chain elements, or temporal structures. However, McCormick

teaches *dimensions each comprising a supply chain element* (¶ 17-18). McCormick

teaches *dimensionalities each comprising a combination of supply chain elements* (¶

17-18). McCormick teaches *temporal structures of collaborative transactions* (¶ 50).

Fisher's invention creates partnerships over a public network providing authenticated

users with an environment suitable for conducting business transactions requiring a

high level of trust. Similarly McCormick's invention is a network that facilitates the

transaction of the exchange of goods and services, which involves registering

participants. It would have been obvious to one of ordinary skill in the art at the time of

the invention to modify Fisher to include the specific details of supply chain elements

and the temporal structure. Fisher helps to establish trade relationships and does not

limit the scope of what is being traded. Though Fisher does not specifically state the

items to be traded to be supply chain elements within the context of the invention what

is traded could be supply chain elements. A temporal database has a built in time

aspect. It is important when working with any type of data of include valid-time and

transaction-time to be sure the time period is modeled in reality and when the data is

stored in the database. Accurate time records are legal required for accounting

standards. It is important that transactions are time stamped.

38.   Regarding claim 25, Fisher teaches a meta-model negotiation service which

receives an indication of want of negotiation, provides access to a set of meta-model

elements, receives selections of meta-model elements for negotiation and incorporation,

facilitates negotiation of the selected meta-model elements, incorporates negotiated

meta-model elements into the collaborations, and communicates the negotiated meta-

model to the enterprises to enable collaboration. Fisher teaches *whether the transaction is a system of record or whether synchronization must occur with another system of record* (col. 39, line 26 – col. 40, line 53). Fisher does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. The term meta-model is viewed as a trade agreement. Fisher does not use the exact phrasing of negotiation in reference to trade agreements. However, Byde teaches negotiations (¶ 38, 39). Fisher teaches negations, trade agreements, and the rules within trading. Byde teaches on the specifics of negotiation. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Fisher to include more details regarding negotiations. Though Fisher may not state negotiations around the term trade agreement it is viewed that trade agreements require by nature negotiations. The term negotiation means to confer with another or others in order to come to terms or reach an agreement. Within the confines of the definition of the phrase trade agreement is the idea of a negotiation. Byde does not specifically teach structure of transaction, data elements, state model describing the cycle, accessing that a role type has data elements, or actions that a role type can execute. However, McCormick teaches *structure of the transaction* (¶20-50, 110-111, 762-809, 860). McCormick teaches *data elements associated with the transaction* (¶ 40, 50, 187). McCormick teaches *a state model describing a life cycle of the transaction* (¶ 630, 992, 866-875, 1243). McCormick teaches *access that a role type has to data elements of the transaction relative to a state of the transaction* (¶ 20-53, 109-145). McCormick teaches *actions that a role type can execute on the transaction*

relative to a state of the transaction (20-53, 109-145, 757-834). Fisher's invention

creates partnerships over a public network providing authenticated users with an

environment suitable for conducting business transactions requiring a high level of trust.

Similarly McCormick's invention is a network that facilitates the transaction of the

exchange of goods and services, which involves registering participants. It would have

been obvious to one of ordinary skill in the art at the time of the invention to modify

Fisher to include the specific details of structure of transaction, data elements, state

model describing the cycle, accessing that a role type has data elements, or actions that

a role type can execute. It would have been obvious to include the details of a structure

of transaction, as a predicable transaction structure allows automated processing of a

transaction. It would have been obvious to include data elements associated with the

transaction because in the absence of data elements the transaction would be

meaningless. It would have been obvious to include the state modeling which is

necessary to prevent partial role back of the transaction. It would have been obvious to

include access and action that a role type has to data elements in order to control who

can access as well as who can modify and view data for security reasons. This will limit

change and viewing to appropriate circumstances and by certain people at certain

times.

39.   Examiner's Note: The Examiner has cited particular columns and line numbers

in the references as applied to the claims for the convenience of the applicant.

Although the specified citations are representative of the teachings in the art and are

applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.
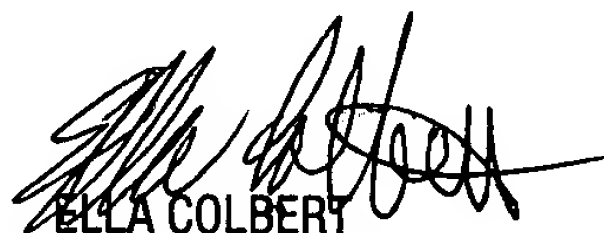
Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jamie H. Swartz whose telephone number is (571) 272-7363. The examiner can normally be reached on 8:00am-4:30pm Monday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell can be reached on (571) 272-6712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Jamie Swartz
July 7, 2007

ELLA COLBERT
PRIMARY EXAMINER